

ORIGINAL

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by AmeriVision Communications, Inc. ("AmeriVision"), with principal offices at 5900 Mosteller Drive, Suite 1850, Oklahoma City, OK 73 112, toll free telephone number (800) 800-7550. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

AMERICAN
APPROVED FOR FILING

Issued: November 4, 1999

Effective: December 5, 1999

Issued by:

Mr. Stephen Halliday, President
5900 Mosteller Drive, Suite 1850
Oklahoma City, OK 73 112

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages.
Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original		26	Original		45	Original	*
2	1 st Rev.	*	27	Original				
3	1 st Rev.	*	28	Original				
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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Arizona by **AmeriVision Communications, Inc. ("AmeriVision")**, subject to the jurisdiction of the Arizona Corporation Commission.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the ACC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

ACC - refers to the Arizona Corporation Commission.

Access - Access to AmeriVision's services are provided by one or more or a combination of the following methods: **presubscription** in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used.

Calling Card Call - A Direct Dialed call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card Call - A Direct Dialed call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Debit Card - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-O 192 [United States District Court, District of Columbia], as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Arizona.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINs) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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AMERICAN
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SECTION 2 • RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Arizona, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 AmeriVision reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by AmeriVision and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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AT THE BOARD MEETING
Held on 11/18/99

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company

- 2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2 The liability of the Company, if any, for damages resulting in whole or in part **from** or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities **furnished by** the Company in the course of furnishing service or arising out of any failure **to** furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.3 AmeriVision shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over AmeriVision or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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SECTION 2 • RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.4** AmeriVision is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** AmeriVision shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, ~~damage~~, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Deposits**

The Company does not normally require deposits from customers, however deposits may be required of customers who do not meet the company's credit requirements, or for whom no credit history is available.

2.6 Advance Payments

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

2.7 Taxes

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

2.7.1 For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.

2.7.2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment for Service****2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.8.2 Payment for Service

The Customer is responsible for payment of all **charges** for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by AmeriVision or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, AmeriVision will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to AmeriVision for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the **Real-Time Rate Table** set forth in Section 3.5 herein.

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SECTION 2 • RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.2 Payment for Service, (cont'd.)

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder. to, the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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SECTION 2 • RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.2 Payment for Service, (cont'd.)

- (J)** In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K)** AmeriVision will not bill for unanswered calls in areas where Equal Access is available, nor will AmeriVision knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, AmeriVision will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L)** In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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SECTION 2 • RULES AND REGULATIONS, (CONT'D.)**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service **from** the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions

When billing functions on behalf of AmeriVision are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest **and/or** late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact AmeriVision directly. If there is still a disagreement about the disputed amount after investigation and review by AmeriVision or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose **requirements** on Customers as required to meet changing regulatory rules and standards of the Arizona Corporation Commission.

2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to AmeriVision operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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SECTION 2 • RULES AND REGULATIONS, (CONT'D.)

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than **twenty-four** consecutive hours.

2.18 Toll Free Numbers

AmeriVision will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Responsibilities of the Subscriber

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by AmeriVision on the Subscriber's behalf.
- 2.19.3** If required for the provision of AmeriVision's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to AmeriVision.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and AmeriVision when required for AmeriVision personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of AmeriVision's Services.
- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with AmeriVision's facilities or services, that the signals emitted into AmeriVision's network configuration are ~~of the~~ proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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CABLE TELEVISION
ASSOCIATION
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Responsibilities of the Subscriber, (Cont'd.)

- 2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to AmeriVision's equipment, personnel, or the quality of Service to other Subscribers or Customers, AmeriVision may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, AmeriVision may, upon written notification, terminate the Subscriber's service.
- 2.19.7** The Subscriber must pay AmeriVision for replacement or repair of damage to the equipment or facilities of AmeriVision caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.19.8** The Subscriber must pay for the loss through theft or fire of any of AmeriVision's equipment installed at Subscriber's premises.

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SECTION 2 • RULES AND REGULATIONS, (CONT'D.)

2.20 Responsibilities of Authorized Users

- 2.20.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3 The Authorized User is responsible for providing AmeriVision with a valid method of billing for each call. AmeriVision reserves the **right** to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or AmeriVision may refuse to place the call.

2.20.3
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Complaint Procedures

Customer complaints and inquiries regarding their bills may be directed to the toll-free number provided by the billing agent on the bill. In addition, inquiries and complaints may also be directed to:

Customer Service Manager
AmeriVision Communications, Inc.
5900 Mosteller Drive, Suite 1850
Oklahoma City, OK 73 112
Toll Free: (800) 800-7550

If not satisfied with the Company's response, customers may contact:

Consumer Service Section
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
Telephone: (602) 542-425 1

2.22 Access to Other Carriers

Neither the Company nor its Subscribers may block access to other certificated carriers unless a waiver is granted by the Arizona Corporation Commission.

ORIGINAL

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.23 Access Charges**

The Company, either directly or indirectly through its underlying carriers, will pay intrastate access charges for use of local exchange company facilities when completing intrastate Arizona calls.

2.24 Call Splashing

Pursuant to ACC R-14-2-1 008, the Company will not transfer calls to another carrier unless the rating and billing information for the call will properly reflect the originating and terminating points of the call. If such transfers are not possible, the Company will inform the caller that the call cannot be completed and that the preferred carrier may be reached via an access code or toll-free customer service number. If such a transfer occurs, it will be made at no charge to the end user.

2.25 Notice Information

Subscribers of AmeriVision's service who make AmeriVision's service available to the public are required to post notice on or near each telephone used to access its services. Such notice must include: the Company's name, address, toll-free telephone number for inquiries, dialing instructions, an indication that the Company's rates apply, a statement that the calling card carrier will not carry the call, description of complaint procedures, a statement that the end user has the right to access their carrier of choice, and any location-specific surcharges.

2.26 Noncompliance by Subscribers

In instances where the Company finds that a Subscriber is not in compliance with information posting and notice requirements of the Arizona Corporation Commission, the Company will contact the Subscriber and request compliance. If, after the above steps are taken, the Subscriber refuses to comply with the Commission's rules, the Company will terminate service to the Subscriber.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Other

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

AmeriVision Communications, Inc. offers outbound long distance and debit card services to its customers. Rates for these services vary by product. All AmeriVision services are available 24 hours a day, seven days a week.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1** For Direct Dialed, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in this Section of this tariff.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, AmeriVision will reasonably issue credit for the call.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	M O N	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD					EVE	
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Time of Day Rate Periods, (Cont'd.)

- 3.3.1** Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.
- 3.3.2** The time when connection is established is determined in accordance with the time - standard or daylight savings - legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed calls.

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SECTION 3 • DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 (Reserved for Future Use)

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 (Reserved for Future Use)

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 (Reserved for Future Use)

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 AmeriVision Debit Card Service

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The AmeriVision Debit Card allows customers to pay a fixed dollar amount in advance for long distance calling over AmeriVision's network. Customers use an "800" number for access from touch tone phones. Customers can place domestic and international direct dial calls using the service. Cards are decremented for each minute or fractional minute of use as set forth below. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. The rates paid by the customer until the card is exhausted are the rates in effect at the time the card is purchased. Debit Card accounts may be replenished at the rates specified for replenished cards.

The following types of calls may not be completed using the AmeriVision Debit Card:

- * calls to 700, 800, and 900 numbers
- * calls to directory assistance
- * operator assisted calls
- * conference calls
- * calls requiring time and/or charges

The AmeriVision Debit Card is available twenty-four hours a day, seven days a week. The cards will be offered to customers on a first serve basis and may be offered in conjunction with other AmeriVision products.

An AmeriVision Debit Card account is established upon receipt of payment by the Company. When an account is established, the Company will assign an Account Code/Authorization Code to the account. The Company reserves the right to determine the acceptable types of payment.

Service is provided and each account is debited at the following rate. Fractional minute calls are rounded up to the nearest full minute:

Card Type 1:	\$0.30 per minute
Card Type 2:	\$0.35 per minute
Card Type 3:	\$0.20 per minute

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 AmeriVision Simple Connections Service

AmeriVision Simple Connections Service is a direct dialed long distance calling plan offered to Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers have the option of having this service billed directly by the Company or by their LEC, for an additional monthly surcharge as defined below. Service is only offered in conjunction with the corresponding interstate services.

3.9.1 Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800

Calling Card Charge: \$0.60

Monthly Recurring Charge: N/A

LEC Billed Surcharge \$1.50

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.10 AmeriVision Clear Connections Service

AmeriVision Clear Connections Service is a direct dialed long distance calling plan offered to Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers are billed the minimum monthly usage charge identified below. Service is only offered in conjunction with the corresponding interstate services.

3.10.1 Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

Calling Card Charge: \$0.35

Minimum Monthly Usage Charge: \$3.95

(N)

(N)

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.11 AmeriVision Family Connections Service

AmeriVision Family Connections Service is a direct dialed long distance calling plan designed for Residential Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers have the option of having this service billed directly by the Company or by their LEC, for an additional monthly surcharge as defined below. Service is only offered in conjunction with the corresponding interstate services and an interstate monthly recurring charge applies.

3.11.1 Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200

Calling Card Charge: \$0.15

LEC Billed Surcharge: \$1.50

3.11.2 Toll Free Service Options

Toll Free Charge:

Initial One (1) Minute \$0.1200
Each Additional One (1) Minute \$0.1200

Toll Free Numbers

Initial Toll Free Number \$0.00
Each Additional Toll Free Number \$1.00

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.12 AmeriVision Corporate Connections Service

AmeriVision Corporate Connections Service is a direct dialed long distance calling plan offered to Business Customers throughout the State. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers are billed the minimum monthly usage charge identified below. Service is only offered in conjunction with the corresponding interstate services.

3.12.1 Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds
Mileage Bands						
All	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200

Calling Card Charge: \$0.10

Minimum Monthly Usage Charge: \$2.95

3.12.2 Toll Free Service Options

Toll Free Charge:

Initial One (1) Minute \$0.1200
Each Additional One (1) Minute \$0.1200

Toll Free Numbers

Initial Toll Free Number \$0.00
Each Additional Toll Free Number \$1.00

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.13 AmeriVision Smart 175 Service

AmeriVision Smart 175 Service is a direct dialed long distance calling plan offered to Residential and Business Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers are billed the minimum monthly usage charge identified below. Service is only offered in conjunction with the corresponding interstate services.

3.13.1 Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

Calling Card Charge: \$0.25

Minimum Monthly Usage Charge: \$9.99

3.13.2 Bonus Connections Option

Customers are given the option, for an additional monthly recurring charge, to receive the lower per minute rates listed below:

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200

Bonus Connections Monthly Charge: \$2.00

Toll Free Connections Monthly Charge: \$1.00

Toll Free Per Minute Charge: \$0.1400

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.14 AmeriVision Smart 400 Service

AmeriVision Smart 400 Service is a long distance calling plan offered to Residential and Business Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers are billed the minimum monthly usage charge identified below. Service is only offered in conjunction with the corresponding interstate services.

3.14.1 Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

Calling Card Charge: \$0.25
Minimum Monthly Usage Charge: \$19.99

3.14.2 Bonus Connections Option

Customers are given the option, for an additional monthly recurring charge, to receive the lower per minute rates listed below:

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200

Bonus Connections Monthly Charge: \$2.00
Toll Free Connections Monthly Charge: \$1.00
Toll Free Per Minute Charge: \$0.1400

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SECTION 4 • MISCELLANEOUS SERVICES

4.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Alabama law and Commission regulations.

4.3 Directory Assistance

Directory Assistance is available to Customers of AmeriVision service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

\$0.75

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 6 - CONTRACT SERVICES**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. Contract Services are subject to the Alabama Public Service Commission's review. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first- contract Customer for any given set of terms.

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SECTION 7.0 - GRANDFATHERED SERVICES

7.1 The holidays listed below only apply to services listed in Section 7.0 of this tariff. *

New Year's Day	**
Martin Luther King Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Columbus Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

* = Applies to Federally recognized days only.

** = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

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SECTION 7.0 - GRANDFATHERED SERVICES

7.2 AmeriVision Outbound Long Distance

AmeriVision Outbound Long Distance calling is offered to Customers throughout the State of Alabama. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number, by dialing an access code + interLATA toll number. Calls are billed based on time of day, day of week, duration, call type and billing method.

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

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SECTION 7.0 - GRANDFATHERED SERVICES

7.3 AmeriVision Toll Free Inbound Service

AmeriVision Toll Free Inbound Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to the Customer's local exchange lines. With AmeriVision Toll Free Inbound Service, the Customer is billed for the call rather than the call originator.

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

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By:

Directory of Regulatory Services
5900 Mosteller Drive, Suite 1600
Oklahoma City, OK 73112

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SECTION 7.0 - GRANDFATHERED SERVICES

7.4 AmeriVision Travel Card

Travel Service provides facilities to complete Intrastate calls between two points when the Customer is away from his or her premises. The Customer will be assigned unique travel authorization code(s) that authorize the use of Travel service by that Customer.

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800

Per Call Surcharge

\$0.65

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

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